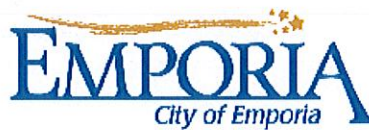


# CITY COMMISSION MEETING AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM  
518 MECHANIC, EMPORIA, KS  
June 1, 2016 at 1:30 pm

1. Members present: Mayor Gilligan

<u>Vice Mayor Mlynar</u>	<u>Commissioner Geitz</u>
<u>Commissioner Harmon</u>	<u>Commissioner Giefer</u>
<u>City Manager McAnarney</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Jim Witt</u>	<u>City Attorney Montgomery</u>
2. Consent Agenda
3. Public Comment
  - a. Proclamation Recognizing National Teachers Hall of Fame Day.
  - b. Proclamation Recognizing June as Zoo Month in Emporia.
  - c. Recognition of City Employees Completion of Collaborate Organize Energize Program.
4. Request to Approve Supplemental Agreement with BG Consultants for Survey Work, and Contract with AMEC to Complete Compliance Study.
5. Award Bid to Walters Morgan Construction on Sewer Lift Station #6 Upgrade.
6. Report from City Manager on City Activities.
7. City Commission Reports and Comments.
8. Executive Session



## AGENDA ITEM SUMMARY

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**MEETING DATE: June 1, 2016**

**ITEM NUMBER: 2**

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**SUBJECT:**

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items.

Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Commission Meeting held on May 18, 2016.
- b. Consider ratification of Payroll Ordinance for the period ending on May 27, 2016.
- c. Consider Set Bid Time and Date for 2017 KLINK.

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**RECOMMENDATION:**

- a. Approve Minutes
  - b. Approve Payroll
  - c. Approve Set Bid Time and Date
- 

**BACKGROUND SUMMARY:**

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_

## AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER:** 2c

**SUBJECT:** Set 2:00 p.m., Tuesday, July 12, 2016, as the time and date to receive bids for the FY2017 KLINK Resurfacing Project No. PV1601.

**RECOMMENDATION:** Set bid time and date.

### BACKGROUND SUMMARY:

The FY2017 KLINK Project is the resurfacing of US-50 Highway (Graphic Arts Road to Prairie Street). This project is budgeted for \$250,000 out of the Multi-Year Fund. KDOT will reimburse 50/50 up to \$300,000.

Attached is the Invitation to Bid.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_

### INVITATION TO BID

Sealed bids for the **KLINK Resurfacing Project No. PV1601 (US-50 Highway from Graphic Arts Road to Prairie Street)** will be received at the office of the City Clerk, City of Emporia, Kansas, up to **2:00 p.m. on July 12, 2016** and then publicly opened in the **City Engineering Conference Room located at 522 Mechanic Street**. A pre-bid conference will be held at **2:00 p.m. on June 30, 2016** at the same location.

The work consists of approximately:

ITEM	PARTICIPATING QUANTITY	NON- PARTICIPATING QUANTITY	UNIT
Mobilization	1		LS
Milling and Grinding (1.5" Avg. Depth)	38,513		SY
HMA (Commercial Grade) (Class A) (1.5")	3,390		TONS
Crack Seal	447		LBS
Emulsified Asphalt (CMS-1PF)(EFOG)	204		GAL
Curb and Gutter (Remove & Replace)		403	LF
Sidewalk Construction (4") (AE) (Remove & Replace)		10	SY
Sidewalk Ramp Construction (AE)		23	SY
Concrete Pavement (7" Reinforced) (AE) (Remove & Replace)		162	SY
Utility Adjustment (Manhole) (Ring & Lid)	3		EA
Utility Adjustment (Water) (Valve Box)	1		EA
Pavement Marking (Thermoplastic) (White) (6")	3,509		LF
Pavement Marking (Thermoplastic) (Yellow) (4")	9,728		LF
Pavement Marking (Int. Gr.) (White) (24")	442		LF
Pavement Marking (Int. Gr.) (White) (Straight & Right Turn Arrow)	2		EA
Pavement Marking (Int. Gr.) (White) (Left Turn Arrow)	29		EA
Traffic Control	1		LS
Flagger (Set Price)	1		HR
Maintenance Bond		1	LS

Plans and bid documents are on file at the office of the City Engineer, 522 Mechanic Street, P. O. Box 928, Emporia, KS 66801 (620-343-4260) and copies may be obtained. The cost for plans and bid documents is thirty dollars (\$30), which is nonrefundable. The City of Emporia 2014 Master Set of Specifications (for all projects) is available upon request for a cost of \$20 for a hard copy. A contractor either shall have a current set of City Master Specs or have a signed contractor's acknowledgement on file with the City Engineer's Office that they have read and shall abide by the current Master Set of Specifications on the City Web page in order to bid City of Emporia projects.

Each bid shall be accompanied by a certified check, a cashier's check, or an approved bidder's bond in an amount of not less than five percent (5%) of the total amount of the bid. Any bid bond must be with a surety and guaranty company authorized to do business in the State of Kansas and acceptable to the City as Surety.

The Bidder to whom the Contract is awarded will be required to furnish statutory bond in the amount of one hundred per cent (100%) of the Contract; the bond to be acceptable to the City of Emporia, Kansas, and conform to the requirements of the Contract documents.

The City of Emporia, Kansas, reserves the right to reject any or all bids and to waive defects in bids. No bids will be withdrawn for a period of thirty (30) days after the time set for opening of bids.

Any contract awarded under this Invitation to Bid is expected to be funded in part by the Kansas Department of Transportation (KDOT). The KDOT will not be a part of this Notice or any resulting contract. Compliance items required by KDOT are contained in the Contract Documents.

By the submittal of a bid, each bidder acknowledges that he understands and agrees to be bound by all KDOT compliance items contained in the Contract Documents or referenced therein, which shall be applicable throughout the performance of the Work under any contract

Bidders on this work will be required to comply with the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, the Fair Housing Amendments Act of 1988, Executive Order 11063, the Kansas Act Against Discrimination, Section 3 of the Housing and Urban Development Act of 1968, and Executive Order 11246, each pertaining to non-discrimination in employment practices. Wage rates paid on construction work for this project shall be at least equal to the prevailing wage rates as determined by the United States Department of Labor. The Contractor and his subcontractors will be obligated not to discriminate in employment practices. The Labor Standards and Wage Rate Determinations are included in the Contract Documents.

The Davis Bacon Wage Rates must apply to this project.

**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact Jeff Lynch, City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4291 or e-mail [jlynch@emporia-kansas.gov](mailto:jlynch@emporia-kansas.gov).**

THE CITY OF EMPORIA, KANSAS

Kerry Sull  
City Clerk

# AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER: 3**

**SUBJECT:** Public Comment

**RECOMMENDATION:**

**BACKGROUND SUMMARY:**

- Proclamation Recognizing National Teachers Hall of Fame Day.
  - Carol Strickland to accept on the behalf of National Teachers Hall of Fame.
- Proclamation Recognizing June as Zoo Month in Emporia.
  - Lisa Keith, Zoo Director to accept on behalf of the David Traylor Zoo.
- Recognition of City Employees Completion of Collaborate Organize Energize Program.
  - Kevin Hanlin-WLW Facilities
  - Jon Proehl-Engineering Dept.
  - Brandon Beck-Fire Dept.
  - Ed Owens-Police Dept.
  - Phil Cooper-Water Treatment Plant
  - Tim Delcamp-Transfer Station
  - Mike Dvorak-Street Dept.
  - Damon Atkins-Parks Dept.
  - Kelly Storch-Parks Dept.
  - Kory Krause-Codes Dept.

## ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_



## PROCLAMATION

**WHEREAS**, Emporia State University, the ESU Alumni Association, the Unified School District #253, the Emporia Area Chamber of Commerce, and the City of Emporia demonstrated leadership and vision as founders of the only known National Teachers Hall of Fame; and

**WHEREAS**, The National Teachers Hall of Fame, celebrating its 25<sup>th</sup> anniversary of inductions, is committed to recognizing and honoring exceptional career teachers, encouraging excellence in teaching, and preserving the rich heritage of the teaching profession in the United States; and

**WHEREAS**, five of the nation's most outstanding teachers, with 148 years of combined teaching experience: Kimberly Bearden of Atlanta, Georgia; Debra Hurst of Austin, Texas; June Teisan of Harper Woods, Michigan; Wade Whitehead of Roanoke, Virginia; and Jennifer Williams of Nampa, Idaho, will be inducted into The National Teachers Hall of Fame during a ceremony held in Emporia on June 09, 2016; and

**WHEREAS**, these teachers have taken an active leadership role in improving their schools, in providing learning opportunities, in creating a community of learners, in making learning meaningful, and in elevating the academic achievement of all students; and

**WHEREAS**, teachers learn and work with their students, preparing them to be responsible citizens helping to assure the well-being of everyone in our society; and

**WHEREAS**, the citizens of Emporia, Kansas, have given their hearts to making the Hall of Fame week a memorable experience for the inductees through their hospitality and generosity as host families, volunteers, and Friends of Education sponsors, earning Emporia the nickname "Teacher Town, USA," by *Teacher Magazine*.

**NOW, THEREFORE**, I, Robert F. Gilligan, Mayor of the City of Emporia, Kansas, do hereby proclaim June 9, 2016, as

### "NATIONAL TEACHERS HALL OF FAME DAY"

in Emporia. We are pleased to join our fellow citizens across the nation, but particularly in the five states represented by the 2016 inductees in recognizing these individuals and the essential role teachers play in our country.

Done this 1<sup>st</sup> day of June, 2016

ATTEST:

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Robert F. Gilligan, Mayor

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Kerry Sull, City Clerk





## PROCLAMATION

**WHEREAS**, Zoological Parks and Aquariums of North America serve the needs of both humans and wildlife by bringing them together in a unique setting; and

**WHEREAS**, they help build awareness, understanding, concern and a sense of stewardship for wildlife and the environment; and

**WHEREAS**, they provide a vital link to global conservation efforts; and

**WHEREAS**, their commitment to education fosters and enriches the appreciation of wildlife in over 20 million school children each year; and

**WHEREAS**, they actively conduct scientific studies to better care for and preserve the diverse wildlife of the earth; and

**WHEREAS**, they provide important cultural, recreational, and educational experiences for over 175 million people each year.

**THEREFORE, BE IT KNOWN**; that I, Robert F. Gilligan, Mayor of the City of Emporia, Kansas, do hereby designate the month of June 2016 as

### "ZOO MONTH"

and urge all citizens to visit the David Traylor Zoo of Emporia to experience firsthand the wonders of nature and our environment offered by the Zoo.

Done this 1st day of June, 2016

ATTEST:

\_\_\_\_\_  
Robert F. Gilligan, Mayor

\_\_\_\_\_  
Kerry Sull, City Clerk



## AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER: 4**

**SUBJECT:** Request to Approve Supplemental Agreement with BG Consultants for Survey Work on the Floodplain, and a Contract with AMEC to Complete FEMA Compliance Study for Wastewater Facility.

**RECOMMENDATION:** Approve Supplemental Agreement and Contract.

### BACKGROUND SUMMARY:

This agenda item was reviewed with the Commission at the May 25th Study Session. There are two action items that need to be considered the first is a supplemental agreement with BG Engineering for \$20,000 for the survey work related to assisting in identifying the 500 year floodplain and the second is a contract with AMEC to complete a FEMA compliant study of the 500 year floodplain for the wastewater facility at a cost of \$43,000 for the Cottonwood and an additional \$6,000 if we choose to include the Neosho. This was also reviewed at the May 25th meeting. The use of AMEC should reduce the FEMA review time from 24 months to 6 months.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_

**Supplemental Agreement No. 1  
to  
Engineering Services Agreement  
Between  
The City of Emporia, Kansas and BG Consultants  
for  
City of Emporia  
2016 Wastewater Treatment Plant Improvements  
Owner Representative Services (Design/Build Delivery Method)**

The purpose of this Supplement No. 1 is to define additional engineering services requested by the **City of Emporia, Kansas**, hereinafter called the Owner, to be provided by **BG Consultants**, hereinafter called the Engineer. This agreement is a supplement to the **ENGINEERING SERVICES AGREEMENT FOR CITY OF EMPORIA The City of Emporia, Kansas and BG Consultants For City of Emporia 2016 Wastewater Treatment Plant Improvements as Owner Representative Services (Design/Build Delivery Method)**, BETWEEN THE CITY OF EMPORIA, KANSAS AND BG CONSULTANTS, DATED DECEMBER 2, 2015.

**SECTION I – SCOPE OF SERVICES**

Under the terms of Supplement No. 1, the Owner and Engineer agree to modify the scope of services to include additional engineering services described as follows:

The Professional Services to be performed under this section are to be additional surveying services in connection to the floodplain mapping and coordination with AMEC Foster Wheeler for hydrology and hydraulics of the Cottonwood River. It is anticipated that BG Consultants will provide topography and critical elevations at six (6) locations from the confluence of the Cottonwood and Neosho River and upstream for twenty (20) miles to the Turnpike Bridge.

**SECTION II – COMPENSATION**

As compensation for the additional services required as described in Section I, the Owner agrees to pay the Engineer a total professional fees not to exceed **\$20,000.00**. Furthermore, all billings will be made on a monthly basis for the prior month's work based upon standard hourly rates.

Direct expenses have been included in the above fees. The City shall pay the cost of direct expenses plus a 10% administrative charge.

Billing procedures and all other items pertaining to compensation are as described in the Engineering Services Agreement for City of Emporia Project **“The City of Emporia, Kansas and BG Consultants For City of Emporia 2016 Wastewater Treatment Plant Improvements as Owner Representative Services (Design/Build Delivery Method)”**

between the City of Emporia, Kansas and BG Consultants, dated December 2, 2015.

**SECTION III – OTHER MATTERS**

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Emporia, Kansas  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

BG Consultants, Inc.  
Engineer

By \_\_\_\_\_  
Bruce Boettcher, P.E.

Title Branch Manager

Date \_\_\_\_\_

May 26, 2016

Mr. Frank Abart  
City of Emporia Department of Public Works  
1220 Hatcher  
Empori, KS 66801  
(620) 340-6340



Dear Mr. Abart:

Amec Foster Wheeler Environment & Infrastructure, Inc. is pleased to propose this scope of work and fee for the development of a hydrologic and hydraulic analysis of the Cottonwood River, and also the hydrologic evaluation and hydraulic impact check of the Neosho River, as it relates to establishing flooding impacts for your proposed Wastewater Treatment Plant. Amec Foster Wheeler has a specialized team of modelers and GIS professionals capable of meeting the needs of this project. For this project, Joe File, P.E. will serve as the Project Manager.

### **Scope of Services:**

#### **Task 1 – Cottonwood River**

1. Complete FEMA DCS compliant Zone AE Study to update the existing detailed study along the Cottonwood River. This would include preparation of a hydrology submittal using gage analysis hydrology, hydraulic submittal using HEC-RAS, a floodplain mapping submittal. All submittals would be FEMA DCS compliant. This study would then roll directly into a LOMR application or a FEMA mapping update, which ever route the City desires.
2. The length of study of the Cottonwood River would be approximately 20 river miles. It will cover the existing effective FEMA AE study limits in the current effective mapping and FIS.
3. A floodway will be developed for the entire 20 mile stretch.
4. Events modeled will be the 10-, 25-, 50-, 100-, 100 (plus) -, and 500-yr flooding events. Floodplains will be developed for the 100- and 500-yr events. WSEL grids and depth grids will be developed for all events with the exception of the 100-yr plus per FEMA guidelines.
5. Hydrology and Hydraulics reports, and FIS text would all be developed as part of the study. In addition, a report discussing the impacts of the floodplain mapping on the proposed Wastewater Treatment Plant, including 100-yr and 500-yr elevations at that location will be provided.
6. FWDT's and profiles will be developed per FEMA guidelines and specifications.

#### **Task 1 – Assumptions**

1. Survey data for hydraulic structures and limited bathometric survey data (~200 ft upstream and downstream of each hydraulic structure) will be provided by others. This will either be in the form of survey data or as-built plans. Photos of upstream and downstream structure faces, and upstream and downstream channels at each structure will be provided. Sketches will be provided where unique structure data exists and a sketch is necessary to describe the geometry. Guard rail

geometry will be provided, including photographs. The remaining topography will be taken from best available LiDAR data.

2. Three Face to Face meetings are planned and will be attended by project manager and lead modeler. These include: 1. Kickoff meeting, 2. Post Hydraulic modeling meeting to evaluate rough water surface elevations and floodplains, and 3. Final presentation of data meeting with City Staff and/or the City Council. Intermediate conference calls will also be scheduled on a bi-weekly basis or as needed.
3. LOMR paperwork and fees are not included in this scope of work. However, if this City decides to submit a LOMR application, addressing FEMA review comments are included within the scope of work.
4. The City will be the sole owner of the models and associated reports and GIS data. Any reuse of the modeling will be at the sole discretion of and authorized by the City.

## **Task 2 – Neosho River**

1. It is anticipated that the Neosho River 100-yr or 500-yr floodplain will not impact the proposed WWTP. However, in order to be sure, hydrology will be evaluated for the Neosho River based on a gage analysis. A short 2 to 3 mile HEC-RAS skeleton model will then be developed to evaluate potential floodplain limits, which will then be plotted to evaluate impacts. Assuming there is no impact, a report will be written and provided to the City discussing the results. A standalone hydrology report meeting FEMA guidelines and specifications will also be developed. The potential for the Neosho River to cause flooding to the City's proposed Wastewater Treatment Plant will be evaluated at the kickoff meeting. If it is determined that there is no risk of flooding from the Neosho River, the remainder of Task 2 will be cancelled at that time.
2. No submittal will be developed for updating the FEMA maps, as this hydraulic analysis is only intended to provide documentation that the plant is not within the Neosho River floodplain limits.
3. The hydrology would be sufficient to provide to FEMA as leverage data, as it could be utilized to perform future mapping updates.

## **Task 2 – Assumptions**

1. If it is determined that the proposed WWTP is impacted by the 100-yr and/or 500-yr floodplain, then additional hydraulic analysis would be required to fully complete a hydraulic analysis meeting FEMA Guidelines and Specifications. We estimate this additional fee would be approximately \$20,000 to \$30,000. That effort is not included in the overall cost estimate at this time, and would require a change order if the City desires for this effort to be completed.
2. It is assumed that all meetings associated with discussing this effort would occur on the same frequency and at the same time as the Cottonwood River meetings.
3. LOMR paperwork and fees are not included in this scope of work, as this information proposed is not sufficient to submit a LOMR without additional engineering.
4. The City will be the sole owner of the models and associated reports and GIS data. Any reuse of the modeling will be at the sole discretion of an authorized by the City.

**Cost:**

Amec Foster Wheeler will provide the proposed scope of services for time and materials not to exceed \$49,000.

- Task 1 - \$43,000
- Task 2 - \$6,000 (Preparation of the kickoff meeting to determine whether or not to perform Task 2 will be approximately \$500.)

**Schedule:**

Amec Foster Wheeler will perform the Kickoff meeting within three weeks of receipt of a signed contract. We will complete the H&H analysis and the meeting to review raw floodplains within 45 days of receipt of survey data, and completion of the kickoff meeting. Completion of the project will be within three weeks following review of raw floodplains and receipt of City comments.

**Terms and Conditions:**

- Attached

This letter proposal (scope, schedule, and fee) and the attached terms and conditions constitute the entire agreement between the City of Emporia and Amec Foster Wheeler Environment & Infrastructure, Inc.

Accepted and Agreed to:

City of Emporia  
Emporia, KS

Amec Foster Wheeler  
Environment & Infrastructure, Inc.  
Topeka, KS

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Bradley D. Johnson, P.E.

\_\_\_\_\_

Office Manager

Date: \_\_\_\_\_

Date: May 31, 2016

Sincerely,

Joe D. File, P.E., CFM  
Senior Project Manager  
AMEC Foster Wheeler Environment & Infrastructure, Inc.  
100 SE 9<sup>th</sup> Street, Suite 400  
Topeka, KS 66612  
Mobile Phone - (785) 554-9108



## Amec Foster Wheeler Environment & Infrastructure (AmecFW) - Terms and Conditions

1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to AmecFW at the address specified on AmecFW's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify AmecFW of that fact in writing within ten (10) days from the date of receipt of AmecFW's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. **STANDARD OF CARE:** AMECFW will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of AmecFW's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **INDEPENDENT CONTRACTOR:** AmecFW shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. AmecFW shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by AmecFW and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. **INSURANCE:** AmecFW will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. **CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of AmecFW, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should AmecFW encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, AmecFW shall promptly provide notice to CLIENT before the conditions are disturbed. CLIENT shall promptly investigate such conditions. If, in AmecFW's reasonable opinion, the conditions cause an increase or decrease in AmecFW's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in AmecFW's compensation, schedule, or both. In the event no Change Order is agreed to, AmecFW reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. **FORCE MAJEURE:** Should performance of Services by AmecFW be affected by causes beyond its reasonable control, AmecFW will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by AmecFW.

7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide AmecFW all available material, data, and information pertaining to the Services.

8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by AmecFW for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for AmecFW's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. AmecFW will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to AmecFW in connection with its work.

9. **WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will AmecFW assume possession or title, constructive or express, to any such samples or wastes.

### 10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of AmecFW's standard of care hereunder shall be to require AmecFW to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMECFW TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF AMECFW IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMECFW BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (i) ALL PRESENT AND FUTURE CLAIMS AGAINST AMECFW OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (ii) ANY LIABILITY OF AMECFW IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, AmecFW would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by AmecFW, (iv) the Limitation is merely a limitation of, and not an exculpation from, AmecFW's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless AmecFW, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to AmecFW performing the Services in accordance with the Standard of Care.

AmecFW and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either AmecFW or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which AmecFW shall be liable are limited to that proportion of such damages which is attributable to AmecFW's percentage of fault subject to the other limitations herein.

11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless AmecFW and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by AmecFW under this Agreement, unless such injury or loss is caused by the sole negligence of AmecFW.

12. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other. If services are required in New York, AmecFW will arrange for such services to be provided by an associated firm and this agreement, where required, shall be deemed to be directly between the CLIENT and the licensed firm for all purposes related to the specific scope of services. AmecFW shall retain responsibility in accordance with this Agreement for all services performed.

13. **COST ESTIMATES:** If included in the Services, AmecFW will provide cost estimates based upon AmecFW's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only AmecFW's judgment as a professional and, if furnished, only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. **TERMINATION:** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by AmecFW to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. **GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the AmecFW office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. **FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AmecFW. The presence of AmecFW's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. AmecFW's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AmecFW is not responsible for safety or security at a site, other than for AmecFW's employees, and that AmecFW does not have the contractual duty or legal right to stop the work of others.

17. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AmecFW office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AmecFW, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey AmecFW's reports or recommendations to any person or organization other than those identified in the project description without AmecFW's written authorization. CLIENT releases AmecFW from liability and agrees to defend, indemnify, protect and hold harmless AmecFW from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by AMEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with AMEC.

19. **ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of AmecFW and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall AmecFW be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by AmecFW. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure AmecFW services, but CLIENT's failure to do so shall not operate to modify this Agreement.



## AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER:** 5

**SUBJECT:** Consider bid from Walters Morgan Construction for Sewer Lift Station #6 Upgrade.

**RECOMMENDATION:** Staff recommends approval of the bid from Walters Morgan Construction Company in the amount of \$356,768.42.

### BACKGROUND SUMMARY:

Lift station #6 is in the current 2016 budget (\$500,000) for replacement. It was initially constructed in approximately 1962. All design and permitting work has been completed. Competitive bids have been received, reviewed, and are attached for your consideration.

Bids were received from five (5) contractors. The anticipated construction cost for the same work, based on the Engineers Opinion of Probable Cost, was \$421,057. The apparent lowest responsible and responsive bid was from Walters Morgan Construction Company in the amount of \$ 356,768.42.

The total bid price includes the addition of two alternates related to a manhole adjustment and appropriate fencing to secure the station in a park setting.

Staff respectfully requests approval of a contract with Walters Morgan Construction Company for the construction work to upgrade Sewer Lift Station #6 in the amount of \$356,768.42 which includes alternates as noted.

Public Works has reserved \$410,000 of the project budget to complete the construction work.

### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_



## BG Consultants, Inc.

2508 W. 15<sup>th</sup> Avenue Emporia, KS 66801

P : 620 343 7842 F : 620 343 7844

May 18, 2016

City of Emporia  
Frank Abart, Public Works Director  
1220 Hatcher Street  
Emporia, KS 66801

RE: City of Emporia, Lift Station 6 Improvements  
16-1120E

Dear Mr. Abart:

On May 17<sup>th</sup>, 2016 at 2:00 p.m., Five (5) bids and an Engineers Opinion of Probable Cost (EOPC) were received and read publicly for the above referenced project. Out of the five submitted bids, Walters-Morgan Construction, Inc. of Manhattan, KS was the apparent low bidder with a Total Base Bid of \$342,451.40.

A Bid Summary is shown below and a detailed bid tabulation is attached. A minor addition error was made on the Utility Contractor Inc. Itemized Unit Price Schedule. The corrected value is shown highlighted. Original bids will be returned to your office under separate cover.

Bidder	Base Bid Amount	Add Alt. No. 1 Amount	Add Alt. No. 2A Amount	Add Alt. No. 2B Amount
Walters Morgan Construction	\$342,451.40	\$1,501.02	\$12,816.00	\$8,142.00
Utility Contractors, Inc.	\$407,690.00	\$7,150.00	\$15,624.00	\$8,720.00
EOPC	\$409,847.00	\$3,600.00	\$7,610.00	\$5,930.00
Nowak Construction	\$439,320.15	\$4,539.00	\$13,528.00	\$7,600.00
Carlson Utility	\$449,542.00	\$15,600.00	\$12,800.00	\$9,860.00
Middlecreek Corporation	\$470,449.10	\$3,134.00	\$17,801.20	\$11,296.20

It is our opinion that Walters-Morgan is a responsible contractor with experience in this type of construction. Therefore, we recommend the City award the contract to Walters Morgan Construction for the base bid and alternates 1 and 2A for the total project cost of \$356,768.42. As always, our staff will be available for questions pertaining to this project or recommendation.

Sincerely,

Samuel Johnson, P.E.  
Project Manager

Attachments: Detailed Bid Tabulation

■ Engineering ■ Architecture ■ Surveying  
Manhattan | Lawrence | Hutchinson | Emporia





**City of Emporia**  
**Lift Station 6 Improvements**  
**Bid Tabulations**

16-1120E  
 May 17, 2016

\* Apparent Low Bidder

No	Description	Quantity	Units	Engineer	Walters Morgan Const.	Utility Contractors Inc.	Nowak Construction	Carlson Utility	Middlecreek Corp
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>General</b>									
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00	\$ 21,363.00	\$ 21,363.00
2	Cleaning and Grubbing	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,400.00	\$ 2,400.00	\$ 4,530.00	\$ 4,530.00
3	Seeding	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 500.00	\$ 500.00	\$ 5,235.00	\$ 5,235.00
4	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 7,600.00	\$ 7,600.00	\$ 1,065.00	\$ 1,065.00
5	Erosion Control	1	LS	\$ 8,500.00	\$ 8,500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,575.00	\$ 3,575.00
6	Temporary Pumping	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,120.00	\$ 3,120.00
7	Demolish/Abandon Existing Structure	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 9,700.00	\$ 9,700.00	\$ 5,375.00	\$ 5,375.00
8	Earthwork/Grading/Landscaping	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,040.00	\$ 6,040.00
	<b>Sub Total</b>				<b>\$ 64,500.00</b>		<b>\$ 35,000.00</b>		<b>\$ 50,430.00</b>
<b>Gravity Main - MH 33.921 to LSE</b>									
9	10" Dia. PVC Sewer Main (SDR 26)	41.2	LF	\$ 85.00	\$ 3,502.00	\$ 170.00	\$ 7,004.00	\$ 165.00	\$ 6,798.00
10	Connect to Existing	1	LF	\$ 950.00	\$ 950.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
11	Manhole Interior Drop Piping	8.5	VF	\$ 50.00	\$ 425.00	\$ 219.00	\$ 1,861.50	\$ 270.00	\$ 2,295.00
12	New Bench	1.0	EA	\$ 1,000.00	\$ 1,000.00	\$ 220.00	\$ 220.00	\$ 1,000.00	\$ 1,000.00
	<b>Sub Total</b>				<b>\$ 6,877.00</b>		<b>\$ 11,086.50</b>		<b>\$ 11,093.00</b>
<b>Force Main - LSE to Discharge MH</b>									
13	4" Dia. PVC Sewer Foreman (SDR 26)	708.0	LF	\$ 50.00	\$ 35,400.00	\$ 38.00	\$ 27,612.00	\$ 55.00	\$ 38,940.00
14	4" 45 Deg. Restraint Fitting (D1)	2	EA	\$ 225.00	\$ 450.00	\$ 270.00	\$ 540.00	\$ 300.00	\$ 600.00
15	48" Dia. Precast Concrete Manhole	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 4,200.00	\$ 4,200.00	\$ 11,000.00	\$ 11,000.00
16	Manhole Interior Drop Piping	3.0	VF	\$ 250.00	\$ 750.00	\$ 750.00	\$ 2,250.00	\$ 3,000.00	\$ 9,000.00
17	Abandon Existing Manhole	1	EA	\$ 500.00	\$ 500.00	\$ 6,100.00	\$ 6,100.00	\$ 2,200.00	\$ 2,200.00
18	Flowable Fill	1.6	CY	\$ 100.00	\$ 160.00	\$ 225.00	\$ 360.00	\$ 415.00	\$ 664.00
19	Reinforced Concrete Driveway (6") (AE)	23.6	SY	\$ 100.00	\$ 2,360.00	\$ 60.00	\$ 1,416.00	\$ 350.00	\$ 8,260.00
20	Curb & Gutter - Type I	16.0	LF	\$ 45.00	\$ 720.00	\$ 55.00	\$ 880.00	\$ 180.00	\$ 2,880.00
	<b>Sub Total</b>				<b>\$ 44,840.00</b>		<b>\$ 43,358.00</b>		<b>\$ 67,544.00</b>
<b>Lift Station No. 6</b>									
21	72" Dia. Precast Concrete Wet Well	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 76,400.00	\$ 76,400.00	\$ 38,300.00	\$ 38,300.00
22	Lift Station Equipment	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 87,000.00	\$ 87,000.00	\$ 118,300.00	\$ 118,300.00
23	Lift Station Equipment Installation	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,700.00	\$ 8,700.00
24	Generator and ATS Equipment	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 30,000.00	\$ 30,000.00	\$ 29,990.00	\$ 29,990.00
25	Electrical Improvements	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 23,000.00	\$ 23,000.00	\$ 24,150.00	\$ 24,150.00
26	Bollard - Removable	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 620.00	\$ 3,100.00	\$ 1,500.00	\$ 7,500.00
27	Reinforced Concrete Station Pad (6") (AE)	133.4	SY	\$ 150.00	\$ 20,010.00	\$ 90.00	\$ 12,006.00	\$ 165.00	\$ 22,011.00
28	Concrete Sidewalk (4") (AE)	163.7	SY	\$ 100.00	\$ 16,370.00	\$ 57.00	\$ 9,519.00	\$ 370.00	\$ 6,179.00
29	Curb & Gutter - Type I	10	LF	\$ 45.00	\$ 450.00	\$ 55.00	\$ 550.00	\$ 180.00	\$ 1,800.00
	<b>Sub Total</b>				<b>\$ 234,630.00</b>		<b>\$ 253,007.90</b>		<b>\$ 256,930.00</b>
	<b>Base Bid Total</b>				<b>\$ 409,847.00</b>		<b>\$ 342,451.40</b>		<b>\$ 407,690.00</b>
<b>Add Alternate No. 1</b>									
30	Manhole Ring & Cover	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 330.00	\$ 330.00	\$ 3,100.00	\$ 3,100.00
31	Manhole Top Core Section	6.0	VF	\$ 350.00	\$ 2,100.00	\$ 193.17	\$ 1,171.02	\$ 675.00	\$ 4,050.00
	<b>Sub Total</b>				<b>\$ 3,600.00</b>		<b>\$ 1,501.02</b>		<b>\$ 7,150.00</b>
<b>Add Alternate No. 2A</b>									
32	Welded Ornamental Steel Fence (6' Height)	98	LF	\$ 45.00	\$ 4,410.00	\$ 42.00	\$ 4,116.00	\$ 88.00	\$ 8,624.00
33	12 Cantilever Gate	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 8,700.00	\$ 8,700.00	\$ 7,000.00	\$ 7,000.00
	<b>Sub Total</b>				<b>\$ 7,610.00</b>		<b>\$ 12,816.00</b>		<b>\$ 16,624.00</b>
<b>Add Alternate No. 2B</b>									
34	PVC Coated Chain-Link Fence (6' Height)	98	LF	\$ 35.00	\$ 3,430.00	\$ 25.00	\$ 2,450.00	\$ 40.00	\$ 3,920.00
35	12 Cantilever Gate	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 5,982.00	\$ 5,982.00	\$ 4,800.00	\$ 4,800.00
	<b>Sub Total</b>				<b>\$ 6,930.00</b>		<b>\$ 8,432.00</b>		<b>\$ 8,720.00</b>
	<b>Sub Total</b>								



## AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER:** 6

**SUBJECT:** Report from the City Manager on City Activities

**RECOMMENDATION:** This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

**BACKGROUND SUMMARY:** This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

### **Tentative Agenda for June 8th Study Session**

- Appropriation Groups Presentations
- 5 Year Plan Discussion
- Discuss CAFR

### **Employee Appreciation Luncheon**

#### ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_

# AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER:** 7

**SUBJECT:** City Commissioners Reports and Comments

**RECOMMENDATION:**

**BACKGROUND SUMMARY:**

This is a time for the City Commissioners to make comments and reports to the Public.

## ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_  
GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_



# AGENDA ITEM SUMMARY

**MEETING DATE:** June 1, 2016

**ITEM NUMBER: 8**

**SUBJECT:** Executive Session

**RECOMMENDATION:**

**BACKGROUND SUMMARY:**

The City Commission has requested an Executive Session to discuss proprietary information, and consultation with City Attorney.

## ACTION RECORD

Action: \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Abstained: \_\_\_\_\_ Vote: \_\_\_\_\_

GEITZ \_\_\_\_\_ GIEFER \_\_\_\_\_ GILLIGAN \_\_\_\_\_ HARMON \_\_\_\_\_ MLYNAR \_\_\_\_\_